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10 Attorneys for Secured Creditor U.S. Bank, N.A. its Successor and/or Assigns

11 UNITED STATES BANKRUPTCY COURT  
12  
13 NORTHERN DISTRICT OF CALIFORNIA

14 In re	) Bk. No. 10-54376
	)
15 RONALD GEORGE SALWASSER AND	) CHAPTER 7
16 SHELLEY DAWN SALWASSER,	)
	) R.S. No. DRP – 777
17 Debtors.	)
	)
18	)
19	)
20	)
	)
	) Hearing-
	) Date : June 9, 2010
	) Time : 10:30 a.m.
	) Place : U.S. Bankruptcy Court
	) 280 South First Street
	) San Jose, California
	) Courtroom 3099
	)
	)
	)

21 EXHIBIT "A"

22 IN SUPPORT OF U.S. BANK, N.A. ITS SUCCESSOR AND/OR ASSIGNS'

23 MOTION FOR RELIEF FROM AUTOMATIC STAY

24 Attachment 1 of 2, "Deed of Trust", containing 7 pages, *inclusive* of this cover page.  
25  
26  
27  
28

Recording Requested By:  
PRIVATE MORTGAGE ADVISORS, LLC

Return To:  
WFHM FINAL DOCS X9999-01M  
1000 BLUE GENTIAN ROAD  
EAGAN, MN 55121

Prepared By:  
PRIVATE MORTGAGE ADVISORS, LLC

16644 WEST BERNARDO DR., STE  
101, SAN DIEGO, CA 921270000

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## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 14, 2007 together with all Riders to this document.

(B) "Borrower" is RONALD G. SALWASSER AND SHELLEY SALWASSER, HUSBAND AND WIFE

Borrower's address is 10590 LOMITA AVENUE  
FELTON CA 95018

Borrower is the trustor under this Security Instrument.

(C) "Lender" is PRIVATE MORTGAGE ADVISORS, LLC

Lender is a LIMITED LIABILITY COMPANY  
organized and existing under the laws of THE STATE OF DELAWARE

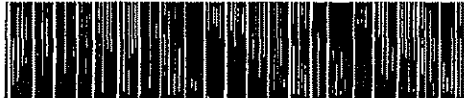
CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

VMP -6(CA) (0207).01

Page 1 of 16  
NMFL #3005 (CADC) Rev 8/21/2008

VMP Mortgage Solutions, Inc.



Description: Santa Cruz, CA Document-Year.DocID 2007.15378 Page: 2 of 17  
Order: 1 Comment:

Exhibit A

Lender's address is P.O. BOX 11701, NEWARK, NJ 071014701

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIDELITY NATIONAL TITLE INS CO  
17911 VON KARMAN, SUITE 200, IRVINE, CA 92614

(E) "Note" means the promissory note signed by Borrower and dated MARCH 14, 2007

The Note states that Borrower owes Lender THREE HUNDRED EIGHTY THOUSAND AND 00/100

Dollars

(U.S. \$\*\*\*\*380,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 01, 2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the  
COUNTY of SANTA CRUZ :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LEGAL ATTACHED HERETO AND MADE A PART THEREOF:

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT.

Parcel ID Number: 075-161-19  
10590 LOMITA AVENUE  
FELTON  
("Property Address"):

which currently has the address of

[Street]  
[City], California 95018 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

VN10 -6(CA) (0207).01

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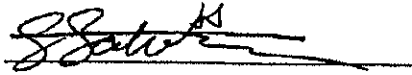
Initials: 

Form 3005 1/01

Description: Santa Cruz, CA Document-Year.DocID 2007.15378 Page: 4 of 17  
Order: 1 Comment:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



 (Seal)  
RONALD G. SALWASSER  
-Borrower

\_\_\_\_\_

 (Seal)  
SHELLEY SALWASSER  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

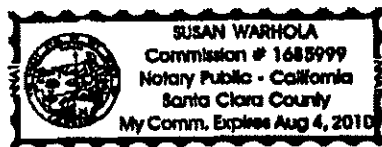
State of California  
County of Santa Clara

} ss.

On March 14, 2007 before me, Susan Warhola, Notary Public  
personally appeared  
RONALD G. SALWASSER AND SHELLEY SALWASSER

, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity  
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Susan Warhola* (Seal)

EXHIBIT "A"

The land referred to herein is described as follows:

SITUATE IN THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA AND DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOTS 27 AND 105, IN BLOCK 36, AS SHOWN ON THE MAP ENTITLED, "LOMPICO, TRACT 'E'," AND FILED FOR RECORD MARCH 8, 1926, IN MAP BOOK 23, PAGE 22, SANTA CRUZ COUNTY RECORDS.

PARCEL TWO:

LOTS 28 AND 104, IN BLOCK 36, AS SHOWN AND DESIGNATED ON THAT CERTAIN MAP ENTITLED, "LOMPICO, TRACT 'E'," FILED FOR RECORD MARCH 8, 1926 IN MAP BOOK 23, PAGE 22, SANTA CRUZ COUNTY RECORDS.

APN: 075-161-19 (PARCEL ONE)  
075-161-20 (PARCEL TWO)